

**Request For Proposal (RFP)  
for  
Selection of Consultant for Assessment of  
Strategic Options for  
Turnaround/Transformation of 50 MW  
Rojmal Wind Power Project of GMDC**



**RFP No: GMDC/PD/RE/40/21-22**

**Gujarat Mineral Development Corporation  
Limited**

**Khanij Bhavan, 132-Ring Road, Gujarat University Ground,  
Vastrapur, Ahmedabad- 380052**

**March 2022**



## - **DISCLAIMER**

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd(GMDC) (hereunder called “Authority”/ “GMDC”) to the Bidders/Consultant interested for assisting GMDC in assessment of strategic options for turnaround/transformation of 50 MW Rojmal Wind Power Project of GMDC.

It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals/Bids. While the RFP has been prepared in good faith with due care and caution, GMDC does not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information, or for any errors, omissions or misstatements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein. This RFP may not be appropriate for all persons. It is not possible for GMDC to consider the investment objectives, financial situation and particular needs of each Proposer/Bidder who reads or uses this RFP. Each Proposer/Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources.

Bidder should carefully examine and analyze the RFP and bring to the notice of GMDC any error, omission or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to the captioned subject, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and / or arrangement relating to the captioned subject. GMDC and its employees make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the information contained in the RFP or in any material on which this RFP is based or with respect to any written or verbal information made available to any Proposer or its representative(s).

GMDC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements. GMDC reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a Proposal. No reimbursement of cost of any type will be paid to persons, entities submitting a Proposal/Bid.

The bidder shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GMDC or any other costs incurred in connection with or relating to its bid, regardless of the conduct or outcome of the bidding process.



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## - DEFINITIONS

In this RFP, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

1. **“GMDC”/Authority** shall mean the Gujarat Mineral Development Corporation Ltd who shall appoint the Consultant for the captioned work.
2. **“Bidder”** shall mean any firm or body corporate which is a Limited Liability Partnership registered under LLP act or a company under the Indian Companies Act 1956/2013 which submits a Bid to provide Consultancy Services to GMDC along with Bid Security and RFP Fees as per the terms of this RFP within the stipulated time for submission of Bids. Consortium is not permitted.
3. **Bid/Proposal** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
4. **“Bid Due Date”** means last date of Bid submission as set out in clause 1.6 of Part III
5. **“Consultant”** shall mean the successful Bidder who is selected by Authority/GMDC as per the process outlined in this RFP Document for assisting GMDC in assessment of Strategic options for Turnaround/Transformation of 50 MW Rojmal Wind Power Project of GMDC as per the Terms of Reference specified in this RFP.
6. **“Consultancy Agreement/Agreement/Contract”** is the agreement entered into between ‘Gujarat Mineral Development Corporation Ltd (GMDC)’ and ‘Consultant’ comprising of all terms and conditions stated in this RFP.
7. **“Consortium”** shall mean the group of legally constituted entities, who have come together to participate in captioned Consultancy work. A Consortium is not permitted to participate in this Project/Assignment.
8. **“Corrupt practice”** shall have the meaning ascribed thereto under clause 8 of Part III.
9. **“Conflict of Interest”** shall have a meaning specified in clause 9 of Part III.



10. **“Consultancy Fees /Fees/Service Charges”** shall mean the charges payable by GMDC for the Consultancy Services rendered by the Consultant.
11. **“Composite Score”** shall mean score obtained by consultant as per the formula provided in clause 5.4.
12. **“Pre-Qualification Criteria”** means criteria specified in clause 5.1
13. **“Evaluation Process”** means steps of evaluation specified in clause 6
14. **“EMD/ Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 2.5 of Part III.
15. **Financial Score** shall mean score obtained by consultant as per the formula provided in clause 5.3 of Part III.
16. **Letter of Award”** shall have the meaning ascribed thereto under clause 7.1 of RFP Part III.
17. **“Parties”** means the parties to the Consultancy Agreement and **“Party”** means either of them, as the context may admit or require.
18. **“Preferred Bidder “**shall have a meaning specified in clause 6.4 (ii) of RFP Part III.
19. **“Successful Bidder”** means the Preferred Bidder selected in terms hereof and to whom GMDC shall issue the Letter of Award in accordance with the provisions hereof and who shall undertake the Terms of Reference as per the terms specified in RFP.
20. **“Terms of Reference/Scope /Consultancy Work”** means all the activities as per Terms of reference or Scope of work mentioned in the RFP which the Consultant is required to carry out as per the Good Industry Practice. Detailed Terms of Reference is specified in Part II of RFP.
21. **Technical Score** shall mean score obtained by consultant as per the Technical Score system provided in clause 5.2 of RFP Part III.
22. **“Third Party”** means any Person other than GMDC and the Consultant.



Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.



## SECTION I: BACKGROUND

Gujarat Mineral Development Corporation Ltd (GMDC) is a leading State-owned Mining and Minerals Company in the western Indian State of Gujarat with operational experience spanning nearly 50 years. GMDC is a zero-debt company listed on National and Bombay Stock Exchanges. The Government of Gujarat (GoG) disinvested 26% stake to the public shareholders vide an IPO in 1997 while the balance ownership is held by the Government of Gujarat.

GMDC's product portfolio spans across mining, value added products and power. GMDC's mining activities are spread across the state in Kutch, Devbhoomi Dwarka, Panchmahal, Vadodara, Bhavnagar, Bharuch, Surat and Chotaudepur districts of Gujarat State in India. It is currently mines minerals like Lignite with five (5) operational lignite mines and five (5) upcoming mine, Bauxite (11 operating mines), Fluorspar, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone. GMDC also value adds to minerals through works such as Pyrite removal from Lignite, Beneficiation of Bauxite, Beneficiation of Low-Grade Manganese and Beneficiation of Fluorspar.

In order to leverage the experience of mining operation, GMDC had set up power projects. Its power projects portfolio includes clean energy sources such as solar and wind besides lignite based thermal power. GMDC has set up a 250 MW lignite based Thermal Power Station at Nani Chher in Kutch as a forward integration, Wind power plant of 200.9 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Verbala, Rojmal and Solar Power plant of 5 MW at Panandhro Project.

Of its total wind power capacity of 200.9 MW, GMDC owns a 50 MW wind asset at Rojmal, Gujarat. The Project was commissioned on May, 2016 at a Project cost of Rs 297.75 cr. As a part of the Project, total of 25 Wind Turbine Generators (WTG) installed and commissioned in May, 2016. The EPC contract with present contractor included 1 year of warranty and 2 years of free O&M of the Project. GMDC also entered into a separate O&M contract with present contractor for a period of 7 years.

Over the past 5 years, GMDC's wind asset at Rojmal has been facing operational and financial challenges. It has been underperforming with low availability of WTG. This leads to significant cash burn and under performance of the assets for GMDC. In order to turnaround/ transform GMDC's wind assets at Rojmal, a strategic assessment of technical, operational and contractual conditions is required. GMDC intends to turnaround/ transform its wind assets commissioned at Rojmal. Therefore, strategic options are required to be formulated and



assessed further. In order to choose right strategic path for transformation of GMDC's wind asset, GMDC intends to appoint a strategic advisor having requisite domain expertise.

## **SECTION II: TERMS OF REFERENCE/SCOPE OF WORK**

The detailed Terms of Reference for consultant is specified below. The TOR is broadly divided into two parts as below;

- Part 1: Development and Assessment of Strategic Options for GMDC's wind asset commissioned at Rojmal.
- Part 2: Implementation Support.

Detailed tasks under each of above parts is specified below.

### **A. Part 1: Development and Assessment of Strategic Options for GMDC's wind asset commissioned at Rojmal.**

The objective of Part 1 is to carry out the assessment required for developing strategic options for turnaround/ transformation of wind asset and bring out implications of each option in terms of risks, costs, revenue and time.

The Part 1 comprises broadly three tasks as below.

#### **Task 1 : Technical Assessment of GMDC's Wind Power Assets installed at Rojmal**

The objective of this task is to assess technical health status of wind assets and its performance with a view of aiding to strategic decision making of turnaround/ transformation.

- a) Diagnostic status of plant, machinery and equipment Including technical condition assessment for Wind Turbine Generator (WTG), Unit Substation (USS) & Evacuation Infrastructure and evaluation of DGR.
- b) Preparing list of wind assets including key components and associated auxiliaries.
- c) Review of existing O&M contract.
- d) Review of Existing / expired OEM warranties and part supply contracts if any



- e) Assessment of past performance of the plant in terms of followings;
  - Historical operational performance of the plant over the years
  - Benchmarking of the Project performance with peers in the region and provide insights on the areas of opportunity.
  - Identifying key issues in shortcoming of performance, operating challenges and assessment of risks.

### **Task 2 : Commercial & contractual assessment for GMDC's wind asset at Rojmal.**

The objective of this task is to undertake a comprehensive review of commercial & contractual aspects of wind asset performance and its commercial implications. The assessment would be undertaken from the view of identifying key strategic options for turnaround the asset.

- a) Current performance of the wind asset & its implications on cash flows for GMDC.
- b) Review of existing contract with developer/ O&M partners (i.e. O&M agreement, Maintenance contracts, guarantee and warranties etc.) and identify gaps in performance with potential of exit/ de scoping option.
- c) Identifying challenges in operating the asset along with its structure of implementation across partners in the eco system.
- d) Mapping current KPIs for asset operation & its performance on the KPIs to identify potential target for KPIs to achieve target returns on the asset.
- e) Preparing Financial Model for Rojmal Wind Power project.

### **Task 3 : Developing and Assessing Strategic Options for Wind Power plant**

The objective of this task is to develop alternative strategic options for Wind asset such as, broadly in-housing O&M or de-scoping from existing contract and selecting partner or renegotiating the existing contracts. Each option shall be developed in detail in terms of what the option entails, advantages and disadvantages of exercise of each option, investments and returns involved under each option, timelines, risks and challenges. The investments and returns under each option shall be backed by detailed financial projections including resultant impact on broader GMDC portfolio. Details of tasks are elaborated below.



- a) Development of strategic options could illustratively include de-scoping of O&M scope from current O&M partner and onboarding new O&M Partner, building inhouse O&M teams or renegotiating the existing contracts and so on.
- b) After development of the options, the Consultant shall evaluate each of the option based on carefully developed evaluation criteria such as advantages and disadvantages of exercise of each option, investments and returns involved under each option, timelines, risks and challenges etc.
- c) The consultant shall also derive potential financial value in present value terms under each sub options. The Consultant shall put forward its recommendation based on evaluation of options with relevant backups and justifications.
- d) Consultant shall support GMDC in relevant discussions regarding these options and their evaluations at various levels including at Board level to help get internal alignments and approval on the proposed recommendation.
- e) Consultant shall also create an implementation roadmap for the preferred option covering key milestones (activities and timelines).
- f) Consultant shall provide a preferred list of vendors (O&M) and or partners based on the option selected.

## **B. Part 2: Assistance in Implementation of preferred option**

Under the second part of the assignment, the consultant would be expected to assist in implementing the option chosen by GMDC. This may also include but not limited to followings.

- If an option of de-scoping and selecting new O&M partner is chosen then the Consultant shall define clear roles& responsibilities for the partner and GMDC. Consultant shall define clear KPIs for sustainable returns for GMDC from the wind asset. The Consultant shall prepare bidding document and assist GMDC in Bid Process Management which shall include preparing RFP, assisting GMDC in preparing response to queries, Bid evaluation, LOA and Contract closure.
- If an option of contract renegotiation with existing O&M partner is chosen then the Consultant shall provide renegotiation strategy, clear KPIs and related support.



- If an option of in-house O&M is chosen then the Consultant shall help in preparing SOPs, maintenance standards, strategies for on boarding of various vendors for spare replacement and its maintenance. The Consultant shall also provide strategy to develop in house teams in terms of number of manpower required with different skill sets, job description, educational and experience credentials etc.

**C. Deliverables**

- (i) The deliverables and timelines for Part 1 of the Consultant’s scope is specified in table below.

Deliverables and Milestone	Timeline
Technical Assessment Report (Task 1) of GMDC’s Wind Power Assets installed at Rojmal	T+15 days
Commercial & contractual assessment Report (Task 2)	T+ 30 days
Option Assessment Report (Task 3)	T+ 45 days

“T” is the LOA acceptance date by the Consultant.

- (ii) The Consultant shall execute its scope for Part 2 within time period of 2.5months. Authority shall provide 15 days prior notice before the start of part 2 support. The Time period for the Part 2 shall be considered from the date of 15 days from the Notice to Proceed with the Part 2 of the Scope.

Deliverables and Milestone	Timeline
<b>In case of Option 1</b> of de-scoping and selecting new O&M partner is chosen.	
Market Assessment Report (A)	P2+15 days
Bid structure Report (B) [Includes clear roles& responsibilities for the partner and GMDC, KPIs, Bid parameters bidding]	P2+30 days
RFP including key Contract Conditions (C) [Includes clear roles& responsibilities for the partner and GMDC, KPIs, Bid parameters bidding]	Approval of deliverables specified in B +10 days
Technical Bid Evaluation Report	Bid Submission Date + 15 Days



Contract Signing	Date of LOA + 10 days
Assisting GMDC in handover/takeover of wind asst at Rojmal	Date of LOA + 15 days
<b>In case of Option 2</b> of contract renegotiation with existing O&M partner is chosen	
Draft Report [Draft renegotiation strategy, clear KPIs and related support.]	P2 +45 days
Final Report	P2 +75 days
<b>If an option of in-house O&amp;M is chosen</b>	
Draft Report [includes all aspects of scope specified for this option]	P2 +45 days
Final Report	P2 +75 days
<b>If any other option is chosen</b>	
Deliverable shall be decided on mutually agreed terms	

*"P2" is the date from the 15 days from the date of Notice to Proceed for Part 2 of the Project.*

(iii) The Time period required for internal approvals shall be excluded from the Timeline required to execute Consultant's scope.

#### **D. Support from GMDC**

GMDC shall provide all necessary information/documents/data, which shall include

- Site visits and on ground work support
- Sharing of all documents and contracts
- Meetings with top management
- Any other information as may be required by the Consultant, subject to internal and external confidential requirements. If necessary, a Non – disclosure Agreement will be signed.



## SECTION III: INTRUCTIONS TO BIDDERS

### 1. INTRODUCTION

#### 1.1. Bidding Process

- a. GMDC has adopted a single stage two packet online bidding system separately for Technical Bid and Price Bid with evaluation as per Quality cum Cost Based System (QCBS) Method as detailed out in RFP for Selection of Consultant for Assessment of Strategic Options for turnaround/Transformation 50 MW Rojmal Wind Power Project of GMDC (the “**Bidding Process**”). Technical Bid shall be submitted physically whereas Price Bid shall be submitted online through <https://gmdc.nprocure.com>. The Bids for which the Price Bid is submitted in hard copy / physical form shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid (“**Bid Due Date**”). Bid delivered after Bid Due Date will be rejected.
- b. The Bidders need to offer its Bid which conforms to Terms of Reference and Terms and Conditions provided as part of this RFP Document.
- c. In a first step, evaluation of Technical Bid will be carried out as specified in Clause 6.2 of SECTION III. Based on Technical evaluation, the Price Bids of only Bidder’s meeting Responsiveness Criteria, Pre-Qualification Criteria and Qualification criteria as specified in clause 6.2(a), 5.1 and 5.2 shall be opened.
- d. In the second stage, a Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 5.3 and 6.2. The Bids will finally be ranked from the highest to lowest according to their combined technical and price scores (the “**Composite Score**”) derived based on Quality cum Cost based method (the “QCBS”) specified in Clause 5.4 of RFP SECTION III. The Bidder obtaining Highest Composite score shall be considered as Preferred Bidder (the “**Preferred Bidder**”).
- e. The bidders are required to quote Consultancy Fees for Part 1 and Part **Error! Reference source not found.** of the TOR separately as per Price Bid Format provided in Annexure 11 of this RFP. **For the purpose of Bid Evaluation, the aggregated Consulting Fees quoted for part 1 and Part 2 shall be considered.**



## 1.2. Due Diligence

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Bid by paying a visit to the site, sending written queries to GMDC, and attending a Pre-Bid meeting.

## 1.3. Acknowledgement by Bidder

By submitted the bid or proposal, the bidder acknowledges that:

- 1) made a complete and careful examination of the RFP
- 2) received all relevant information requested from GMDC;
- 3) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of GMDC relating to any of the matters referred to in Clause 1.2 above; and
- 4) acknowledged that it does not have a Conflict of Interest
- 5) agreed to be bound by the undertakings provided by it under and in terms hereof.

GMDC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by GMDC.

## 1.4. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. GMDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## 1.5. RFP Fee

- a) Bidder will need to submit nonrefundable RFP Document Fee **of INR 17,700 (i.e RFP fees of INR 15,000 plus 18% GST)**. The RFP Document Fees shall be submitted (i) in the form of a Demand Draft in favour of **“Gujarat Mineral Development Corporation Limited ”** and payable at Ahmedabad along with the Bid as per marking and sealing



section or (ii) by depositing the stated amount directly into GMDC bank account through NEFT/RTGS. In such a case, while submitting the online bid on nprocure, when Bidders are prompted to input the DD number, the Bidder may enter the NEFT/RTGS transaction number. Details for payment in favour of “Gujarat Mineral Development Corporation Limited” through electronic mode is specified below.

Bank Name: ICICI Bank, Ahmedabad Branch

Account Number: 002405019379

IFSC Code: ICIC0000024

- b) If payment is made through electronic mode, then Bidder shall submit the receipt of the same in the technical bid documents.
- c) In case of Demand Draft then Demand Draft shall be from any bank among the list of scheduled commercial Bank in India published by RBI. This demand Draft for RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees in acceptable amount and form shall considered non- responsive and shall be summarily rejected.

### 1.6. Schedule of Bidding

GMDC shall endeavor to adhere to the bidding schedule as specified in table below.

Sr. No.	Event Description	Date, Time and Address
1	Date from which RFP documents will be available	RFP shall be available from <b>17/03/2022</b> from website <a href="http://www.gmdcltd.com">http://www.gmdcltd.com</a> & <a href="https://gmdc.nprocure.com">https://gmdc.nprocure.com</a>
2	Last date for receiving Pre-Bid queries/clarifications	Bidders may send their queries by <b>24/03/2022</b> upto 17:00 hrs at following email address. <a href="mailto:jndave@gmdcltd.co.in">jndave@gmdcltd.co.in</a> , <a href="mailto:power@gmdcltd.com">power@gmdcltd.com</a>
3	Pre-Bid Meeting	The Pre-Bid Meeting shall be held at <b>11:30 AM on 29/03/2022</b> at GMDC office situated at Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052



4	Online Submission of Price Bid	The Price Bid is to be submitted online only at designated place on <a href="https://gmdc.nprocure.com">https://gmdc.nprocure.com</a> <b>06/04/2022</b> up-to 18:00 hrs and (i) any submission of offline price bid (i.e. physical submission) or (ii) submission of price bid along with technical bid will lead to disqualification.
5	Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	Strictly after the due date for online submission of price bid but on or before <b>08/04/2022 up to 18:00 Hrs.</b> at GMDC office situated at Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad-380052, <b>by Speed Post/RPAD/Hand delivery/Courier.</b> In sealed cover duly super scribed as mentioned in the RFP.  Bidders are also required to place pen drive comprising of soft copy of Technical Proposal as part of Technical Proposal submissions.
6	Opening of Technical Bid	On <b>09/04/2022 at 11:00 hrs</b> at GMDC office
7	Opening of Price Bid	To be indicated to later after completion of Technical Evaluation
8	Signing of Agreement	Within 30 days from the date of issuance of LOA.

## 2. GENERAL

### 2.1. Bid Validity

- a) Bids shall remain valid for a period of not less than 180 days (One Hundred and Eight days) from the Bid Due Date/Bid Submission Date (the “**Bid Validity Period**”). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less the Bid Validity Period.
- b) In exceptional circumstances, prior to expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder



agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Clause 2.5 of RFP SECTION III in all respects.

## **2.2. Numbers of Bids by Bidder**

No Bidder shall submit more than one Bid pursuant to this RFP. If a Bidder submits or participates in more than one Bid, such Bids shall be disqualified.

## **2.3. Governing Law and Jurisdiction**

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

## **2.4. Authority's Right to Accept and Reject any Bids or all Bids**

- a) Notwithstanding anything contained in this RFP, GMDC reserves the right to accept or reject any Bid and to annul the Bidding Process /Bid Evaluation Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) It shall be deemed that by submitting the Bids, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- c) Without prejudice to the generality of Clause (a) and (b) above, GMDC reserves the right to reject any Proposal/Bid if:
  - 1) Bid does not meet the technical or financial eligibility and qualification criteria specified in this RFP
  - 2) at any time, a material misrepresentation is made or discovered, or



- 3) The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
  - 4) The Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid.
  - 5) Bidder submits conditional Bid.
- d) If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then GMDC reserves the right to consider the next best Preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Selection Process.

### **2.5. Earnest Money Deposit (EMD)/Bid Security**

- a) The bidder shall furnish a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his Bid as per the given format. The Bid Security/EMD shall be sealed in a separate sealed envelope along with RFP Fees and super scribing "Earnest Money Deposit and RFP Fees ". An Earnest Money Deposit of amount **INR 10 lakh (INR Ten Lakh)** shall be provided from the Approved Banks to Authority, in favour of "**Gujarat Mineral Development Corporation Ltd**", and payable at Ahmedabad in any one of the following forms/formats. The List of Approved Bank is provided in Annexure 14.
  - i. Account payee Demand Draft /Banker's Cheque from any bank among the list of scheduled commercial Bank in India published by RBI.
  - ii. An irrevocable Bank Guarantee (Annexure 12) (the "**Bank Guarantee**"), payable at Ahmedabad from Approved Bank to Authority as per the Annexure 14 and valid for a period of 210 days (Two Hundred and Ten Days) from the Bid Due Date in the format prescribed in the bid documents. The validity of Bank Guarantee may be extended as may be mutually agreed between Authority and Bidder from time to time as per clause 2.1 of RFP SECTION III.
- b) Any bid not accompanied with valid Earnest Money Deposit and RFP fee in the acceptable amount, form and validity period will be summarily rejected by GMDC as being non-responsive and bids of such Bidder shall not be evaluated further.
- c) GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the



same shall be interest free. The EMD shall be furnished in Indian Rupees only.

- d) The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process. Where Bid Security has been paid by Demand Draft/ Banker's Cheque deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to GMDC give the name and address of the person in whose favour the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- e) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the bidding.
- f) GMDC shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that GMDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
  - i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP Part III;
  - ii. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC;
  - iii. In the case of Successful Bidder, if it fails within the specified time limit –
    - 1) to sign and return the duplicate copy of LOA
    - 2) to sign the Agreement within the time period specified by GMDC.
    - 3) to furnish the Performance Security within the period prescribed therefore in the RFP; or
    - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.



### 3. DOCUMENTS AND PRE-BID CONFERENCE

#### 3.1. Content of RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.4.

	Notice Inviting Tender
SECTION I:	Background,
SECTION II:	Goals and Terms of Reference
SECTION III:	Instructions to Bidders (ITB)
SECTION IV:	Payment Terms
SECTION V:	Contract Conditions
SECTION VI:	Annexure

#### 3.2. Clarification to RFP Documents

- a) Bidders requiring any clarification on the RFP may notify GMDC in writing through email at the address provided in clause 1.6. They should send in their queries on or before the date mentioned in clause 1.6 section in order to enable Authority to have adequate notice of the said queries so that the same can be addressed at the Pre Bid Meeting or shortly later. GMDC shall Endeavour to respond to the queries at short span of time prior to Bid Due Date. The responses to queries will be uploaded on website of GMDC <http://www.gmdcltd.com> and <https://gmdd.nprocure.com>. GMDC is not bound to take cognizance of any queries raised after the date mentioned in the Bid Sheet Section for sending queries.
- b) GMDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, GMDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification.
- c) GMDC may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by GMDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on GMDC.



### 3.3. Pre-Bid Meeting

- a) A pre-bid meeting would be held at time and an address specified in clause 1.6. Bidders shall bear their own cost of attending any pre-bid meeting.
- b) During the course of pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of GMDC. GMDC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, considered appropriate for facilitating a fair, transparent and competitive Bidding Process.
- c) Clarifications/responses would be shared by uploading such responses online only at website of Authority (i.e. <http://www.gmdcltd.com> and <https://gmdc.nprocure.com>) if required in the form of an addendum and or corrigendum.
- d) Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

### 3.4. Amendment of Bidding Documents

- a) At any time prior to the Bid Due Date, GMDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/corrigendum.
- b) Any Addendum/Corrigendum issued hereunder will be in writing and shall be uploaded on Authority website <http://www.gmdcltd.com> and <https://gmdc.nprocure.com>
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, GMDC may, in its sole discretion, extend the Bid Due Date.

## 4. PREPARATION AND SUBMISSION OF BIDS

### 4.1. Language of Bid

- a) The Bids and all related correspondence and documents in relation to the Bidding



Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder.

- b) The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event, there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

#### **4.2. Bid Currency**

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

#### **4.3. Format and Signing of Bid**

- a) The Bidder shall provide all the information sought under this RFP. GMDC will evaluate only those Bids that are received in the required formats and complete in all respects.
- b) The Bid must be properly signed by the authorized signatory (the “Authorized Signatory”) as detailed below:
  - (1) by the proprietor, in case Bidder is a proprietary firm; or
  - (2) by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a Limited Liability Partnership firm
- c) In case of the Bidder being Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.

#### **4.4. Submission Format & Sealing and Marking of Proposals**

- a) The original instruments of the Bid Security of the required value and in approved format as specified in clause 2.5 and RFP Fees as specified in clause 1.5 shall be sealed in an envelope on which the following shall be super scribed:



***“RFP for selection of Consultant for Assessment of Strategic Options for Turnaround/Transformation 50 MW Rojmal Wind Power Project of GMDC – EMD and RFP Fees”***

b) **The Technical Bid** shall be submitted in **Hard copy**. The documents and format to be submitted for Technical Bid shall be as follows

Sr. No	Annexure No.	Particulars
1	<b>Annexure <u>1</u></b>	Letter of Bid Submissions signed by authorized signatory of Bidder
2	<b>Annexure <u>2</u></b>	<p>Bidder’s Organization and Experience.</p> <ul style="list-style-type: none"> <li>• Certificate of registration in India along with RBI approval certificate, GSTIN certificate, PAN details <b>OR</b> Partnership deed, GSTIN registration, PAN details <b>OR</b> Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as may be applicable.</li> <li>• Documentary evidences for work experience of similar nature from the client such Relevant portion of Work Order/contract/Client completion certificate to be submitted. For confidential engagements, bidder may submit sanitized details supported by CA certificate to ascertain authenticity.</li> </ul>
3	<b>Annexure <u>3</u></b>	Comments and Suggestions on the Terms of Reference and Facilities to be provided by Authority
4	<b>Annexure <u>4</u></b>	Description of Approach, Methodology and Work Plan for Performing the Assignment/TOR
5	<b>Annexure <u>5</u></b>	Team Composition and Task Assignments
6	<b>Annexure <u>6</u></b>	Curriculum Vitae (CV) for Proposed Experts and Support Staff
7	<b>Annexure <u>7</u></b>	<ul style="list-style-type: none"> <li>• Statutory Auditor/Registered Chartered accountants statement specifying Turnover for last three Financial Years as per clause 5.1 c)</li> <li>• Audited Financial statements for last three years as per clause 5.1 c)</li> </ul>
8	<b>Annexure <u>8</u></b>	No Blacklisting certificate on Stamp Paper
9	<b>Annexure</b>	Authorization of signatory in the form of Board Resolution/ or Power of



	<u>9</u>	Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the firm), as applicable
<b>10</b>	<b>Annexure <u>10</u></b>	Undertaking for information and document provided are true.
<b>11</b>		Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
<b>12</b>		The Bidder shall also place a pen drive comprising of soft copy of Technical Bid in Hard copy of Technical Bid.

The documents of Technical Bid shall be submitted in hard copy (physical submission) as per the table list of submittals provided in table hereinabove of this RFP and should comprise of all documents required to be submitted as per the said Annexure. All documents of the technical proposal/Bid shall be placed and sealed in an envelope on which the following shall be super scribed:

**“RFP for selection of Consultant for Assessment of Strategic Options for Turnaround/Transformation 50 MW Rojmal Wind Power Project of GMDC – Technical Bid”**

**Both envelopes specified in sub clause a) and b) shall be placed in outer envelopes and super scribed the followings;**

**“RFP for selection of Consultant for Assessment of Strategic Options for Turnaround/Transformation 50 MW Rojmal Wind Power Project of GMDC –Bid submission”**

The Bidder shall also place a pendrive comprising of soft copy of Technical Bid in Hard copy of Technical Bid.

- c) **Price Bid** to be filled up at designated places on <https://gmdc.nprocure.com> as per the format provided in the Annexure 11
- d) The Bidders are required to submit its Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 1.6.

#### **4.5. Bid Due Date**

- a) The last date and time of submission of the Bids (the “Bid Due Date/Bid Submission Date”) is specified in clause 1.6.



- b) GMDC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.4. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf by uploading the Addenda on Authority website of GMDC <https://gmdc.nprocure.com>.

#### **4.6. Late Submission**

- a) Physical submissions for Technical Bid and EMD&RFP fees received by GMDC after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- b) Authority shall not be responsible for any delay or non-receipt / non-delivery of any documents/ or technical issues pertaining to online Bid. The bidder is expected to take its registration for e tendering well in time and complete all procedure relating to e submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online bidding may advantage of training made available by e bidding platform nProcure. The contact details of (n)Procure are as follows:
- c) **n)Code Solutions (A Division of GNFC Ltd. )**  
**403, GNFC Info tower, Bodakdev,**  
**Ahmedabad - 380054. India**  
**Sales : 079- 4000 7323**  
**Support : 079- 4000 7300**  
**Email : nprocure@ncode.in**

#### **4.7. Modification and Withdrawal of Bids**

- a) Bidder shall not be able to modify any part of its Bid after the Bid Due Date. In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after online submission thereof. The Bidder may online modify, substitute or withdraw its bid after submission, prior to the Bid Due Date.
- b) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by GMDC, shall



be disregarded.

## 5. BID EVALAUTION CRITERIA

All bids must be considered responsive as described in **clause 6.2 (a)** in order to be considered fit to be evaluated. To be considered eligible and qualified, each Bidder should meet Eligibility Criteria and obtaining minimum **70 marks** in the technical scores specified hereunder will progress to the next stage of Price Bid opening. The Eligibility and Technical Score are described below.

### 5.1. Pre-Qualification Criteria

A Bidder must meet Pre-Qualification Criteria are specified hereunder in order to qualify for next stage of evaluation.

- (a) The Bidder should be a Company registered in India under Indian Companies Act 1956/2013 or Limited Liability Partnership firm registered under LLP act in India (Registration certificate/certificate of Incorporation of business to be submitted) OR The Bidder shall be a legal entity registered in India under the relevant legislation. The Bidder may also be a branch office of any foreign entity, provided that such foreign entity is registered in the country of its incorporation and has obtained appropriate approvals from the RBI to operate.
- (b) The Bidder must have at least one office in India which has been operational for the last three years or more (certificate of commencement may be provided).
- (c) The Bidder must have an average annual revenue of Rs 200 crore (Rs Two hundred crore) per annum, from management consulting assignment, for last three years (Excluding revenues from IT implementation, ERP, Audit, Taxation). In case Bidder is following a calendar year then it should provide audited Turnover from 2018 to 2020. In case Bidder is following financial year then it should provide latest available annual audited turnover for last three years from 2017-18 to 2020-21.
- (d) The Bidder should have completed at least **one assignment** involving power asset turnaround/ transformation for reputed private sector firm or any Public Sector Undertaking (PSU)/Central or State Government undertaking in last 5 (five) years in India. (Fees > Rs 4 Crore excluding taxes).



- (e) The bidder shall offer in the proposal and make available all the key resources/Team members as per the minimum qualification and experience specified in RFP. Additionally, the Bidder shall commit to deploy any global resources including domain area experts of the Bidder as required for this engagement without any additional cost.
- (f) Consortiums not permitted to participate in bidding process.
- (g) The Bidder should not have been not have been blacklisted as on the bid submission date by any Public Sector Undertaking (PSU) / Central or State Government in India /Central or State Government undertaking. The Bidder shall need to submit Anti Blacklisting Affidavit as per format specified in Annexure 8.

**5.2. Technical Score Criteria**

The Bids of the Bidders meeting Pre-Qualification criteria shall be consider for assessment and assigning of Technical Score. The Technical Score of the Bidder shall be evaluated as per Technical Score system provided hereunder.

Sr No.	Marking Heads	Marks	Sub-Marks
<b>A</b>	<b>Experience of Bidder</b>	<b>35</b>	
<b>1</b>	Experience in terms of formulating strategy for revival /restructuring/ transformation/ private sector/public sector undertakings in India (Fees > Rs 6 Crore) in last 5 years	<b>10</b>	2 marks for each assignment. Maximum 10 Marks
<b>2</b>	Experience in terms of formulating strategy for revival/restructuring/sale of power assets OR optimization, turnaround, Strategic Planning for power plant assets of players across reputed private sector firm or any Public Sector Undertaking (PSU)/Central or State Government undertaking during last 10 years (Fees >	<b>25</b>	



	Rs 4 Crore)		
<b>2.1</b>	No of assignments in India	15	3 Marks for each assignment. Maximum 15 Marks.
<b>2.2</b>	No. of assignment globally	10	2 Marks for each assignment. Maximum 10 Marks.
<b>B</b>	<b>Approach and Methodology for Proposed Work</b>	<b>40</b>	
	Bid will need to be accompanied by brief A&M in PPT/word format. Final evaluation based on the following criteria:		
	Understanding and experience of power & renewables sectors in India	15	
	Understanding of GMDC's context and scope of work to highlight starting hypothesis	15	
	Given the industry status, best practices, and objectives of GMDC, what is the suggested best fit approach and methodology- Overall adequacy and quality of proposed approach and methodology	10	
<b>C</b>	<b>Proposed Project Team</b>	<b>25</b>	
<b>1</b>	Team leader	10	Each staff member will be evaluated based on criteria given in a separate table below.
<b>2</b>	Project Lead	8	
<b>3</b>	RE expert	7	
<b>Total</b>		<b>100</b>	
<b>Qualifying Marks</b>		<b>70</b>	

*\*The work/assignment cited for sub section A1 and A2 should be mutually exclusive (i.e. work/assignment should not be cited at more than one criterion).*

*Different projects (with separate Work Orders / POs) with the same client (in terms of scope and/or business units) can be cited as separate projects.*



Bidder must Score minimum **70 marks** out of total 100 marks in Technical Marking Section specified herein above. The bids of bidders obtaining lower than 70 score will be declared disqualified and not be processed further.

The Qualification and evaluation criteria for Propose Team as specified in **C** of table herein above is specified below.

Position	Minimum Qualification	Minimum total years of Post Qualification Experience	Minimum qualification Experience	Marks based on experience in strategic consulting
<b>Team Leader</b>	Graduation in Engineering (BE/B Tech) and Post-graduate from premier institution like IIMs/ISB/Ivy league school/Leading Global B School or equivalent	10 years	Experience of working on at least 10 (ten) strategic consulting assignments in India/abroad, including 5 (five) engagements with Indian state/ PSUs/ central governments	<b>A. Total Experience: 4 marks</b> <ul style="list-style-type: none"> <li>• More than 12 years: 4 marks</li> <li>• 11-12 years: 2 marks</li> </ul> <b>B. Power sector Experience: 6 marks</b> <ul style="list-style-type: none"> <li>• More than 4 years: 6 marks</li> <li>• 2 to 4 years: 2 marks</li> </ul> <b>Total 10 marks</b>
<b>Project Lead</b>	Graduation in Engineering (BE/B Tech) and Postgraduate from premier institution like IIMs/ISB/Ivy league school or equivalent	5 years	Should have completed at least 2 (two) projects dealing with strategy consulting/ operational turnaround with Govt or private sector in power space in India or abroad <b>OR have 5+ years of hand on experience in a Renewable Energy firm.</b>	<b>A. Total Experience: 3 marks</b> <ul style="list-style-type: none"> <li>• More than 7 years: 3 marks</li> <li>• 5 to 7 years: 2 marks</li> </ul> <b>B. Power sector Experience: 5 marks</b> <ul style="list-style-type: none"> <li>• More than 3 years: 5 marks</li> <li>• 2 to 3 years: 2 marks</li> </ul> <b>Total 8 marks</b>
<b>Technical/ Renewable</b>	Graduate Engineer (BE /BTech in Mechanical/	8 years	Should have 10 years of experience of	<b>A. Total Experience: 3 marks</b>



<b>Energy Expert</b>	Electrical/ Instrumentation/Power Electronics or equivalent) OR Post-graduate from premier institution like IIMs/ISB/Ivy league school/Leading Global B School or equivalent		design/operation /implementation of power projects including experience of Renewable Energy projects OR Experience of working on at least 5 (five) renewable energy strategic consulting assignments	<ul style="list-style-type: none"> <li>• More than 10 years: 3 marks</li> <li>• 9 to 10 years: 1 mark</li> </ul> <p><b>B. Experience in Renewable Energy: 4 marks</b></p> <ul style="list-style-type: none"> <li>• More than 5 years: 3 marks</li> <li>• 2 to 5 years: 2 marks</li> </ul> <p><b>Total 7 marks</b></p>
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*Note: Of above, Team Leader and Project Lead should be on the roll of the Consultant. The Consultant can hire external professional as technical expert who has qualification and experience stated above. Consultant is required to deploy all three personnel for this assignment. Above is a minimum list. Additional resources to support the above are welcome but should not substitute the above. The consultant shall deploy additional resources if it is required to perform Scope of Services specified in Section II of this RFP.*

### 5.3. Evaluation of Price Bid and Financial Score

- (i) The Price Bid of only Technically qualified (Bidders passing Responsiveness Tests and meeting Pre-Qualification Criteria and obtaining minimum **70 marks** in the Technical score system as specified in clauses 6.2(a), 5.1 and 5.2 respectively) Bidders shall be opened. The Bidder shall be required to Quote Consulting Fees for the Part 1 and Part 2 of the Scope/TOR as per the Price Bid format provided in Annexure 11. Aggregate Consulting Fees quoted for Part 1 and Part 2 shall be considered for price Bid evaluation and determining the Financial Score.

**Financial Score (FiS) = 100 x FiL/FiC**

Where;

FiL is the L1 (Lowest Bidder)'s aggregate Consulting Fees for Part 1 and Part 2 of the scope/TOR.

FiC is the aggregate Consulting Fees quoted by Bidder for the Part 1 and Part2 of the Scope /TOR.

Bidder scoring Lowest charges shall be given 100 marks.



#### **5.4. Composite Score**

- (i) The Composite Score of the Bidder shall be determined by combining Technical and Financial Scores based on following formula;

$$\text{Composite Score (CS)} = \text{Technical Score (TeS)} * 0.80 + \text{Financial Score (Fis)} * 0.20$$

The technical experience has been assigned **80%** of weightage while price quote is assigned **20%** weightage.

- (ii) The Bidder Obtaining Highest Composite Score shall be generally declared as Preferred Bidder. After negotiations at the discretion of GMDC, the LOA would be granted to the preferred bidder who would then be the Successful Bidder with whom the Agreement shall be signed.

### **6. EVALUTION PROCESS**

#### **6.1. Opening of Technical Bid**

- (i) GMDC shall open the Technical Bids received to this RFP, at time, date and Place specified in clause 1.6 in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process.
- (ii) The Bidder's names, the presence or absence of requisite RFP Fees and Bid Security and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.
- (iii) GMDC will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 6.2.

#### **6.2. Evaluation of Technical Bid**

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 4.4** along with supporting documents. GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.



**a) *Test of Responsiveness for EMD,RFP Fee, Timely and proper Submission***

- 1) Prior to evaluation of Technical Bids (i.e. Qualification Criteria), GMDC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
  - (i) The Technical and Price Bids are submitted as per the RFP requirements properly.
  - (ii) Technical Bid is accompanied by RFP fee and the EMD as specified in the clause 1.5 and 2.5 of ITB respectively.
  - (iii) Physical submission of Technical Bid is made within specified timeline by the Bid Due date and in valid format matching with the RFP requirements
  - (iv) The Price Bid and Technical Bids are received by the Bid Due Date including any extension thereof pursuant hereto;
  - (v) It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP);
  - (vi) It does not contain any conditionality; and
  - (vii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMDC in respect of such Bid.
- 3) Evaluation of Pre-Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

**b) *Assessment of Pre-Qualification Criteria***

- 1) GMDC shall examine and evaluate the Pre-qualification of each Technical Bid upon determining its responsiveness as per sub clause (a) above.
- 2) The Bidder must meet Pre-Qualification Criteria specified in clause 5.1 and have submitted all documents as per clause 4.4 in order to qualify for next stage of assessment.



- 3) Assessment of technical bids to assign Technical Score of only those Bidders shall be carried out whose Bids are meeting Pre-Qualification Criteria and submitted all required documents pursuant to sub clause 2) above.

**c) Determination of Technical Score**

- 1) GMDC shall examine and assign technical score to each pre-qualified Technical Bid as per Technical Marking System provided clause 5.2 of ITB.
- 2) Responsive and Pre-Qualified Bidders may be called to make multi-media presentation on “Approach and Methodology” by GMDC at its sole discretion.
- 3) The Bids of the Bidder determined to be responsive, meeting Pre-Qualification criteria and securing minimum **score of 70 in Technical Score** shall be declared Technically Qualified Bids (the “Qualified Bids”/ “Qualified Bidder”).
- 4) The Price Bids of only Qualified Bids shall be opened. Evaluation of Price Bids of only Qualified Bids shall be carried out.

**6.3. Opening of Price Bid and Financial Score**

- (i) The Price Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://gmdc.nprocure.com> as per the indicative format specified in Annexure 11 to this RFP.
- (ii) The Price Bids of only the Bidders determined to be Responsive and meeting the Pre-Qualification Criteria and obtaining required Technical Score in accordance with Clause 6.2, 5.1 and 5.2 shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.
- (iii) The time and date of opening of Price Bids shall be informed to the Bidders who are declared as Qualified Bidders pursuant to sub clause 6.2 (c) in advance. The Bidders’ authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, bid rates, etc. will be announced at such opening.



(iv) GMDC shall allot Financial Score to each eligible bid in accordance with the provision set forth in clause 5.3.

#### **6.4. Composite Score**

- (i) The Technical Score and Financial Score obtained by the Bidder shall be combined as per the formula provided in the clause 5.4
- (ii) The Bidder achieving “Highest Composite Score” shall be generally declared as Preferred Bidder (the “Preferred Bidder”) and considered for award after following the due process including negotiation.

#### **6.5. Clarification of Bids and Request for additional/missing information**

To facilitate evaluation of Bids, GMDC may, at its sole discretion, seek in writing clarifications / documents / missing information in writing from any Bidder regarding its Bid. If the response from the Bidder is not received by GMDC before the expiration of the deadline prescribed in the written request, GMDC reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

#### **6.6. Verification and Disqualification**

- (i) GMDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by GMDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by GMDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GMDC there under.
- (ii) GMDC reserves the right to reject any Bid and/or appropriate the EMD if:
  - at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
  - Bidder is blacklisted/barred by any Government Agency.
  - The Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid.
  - In case of fraudulent Bid and the Bidder found to be involved in fraudulent and corrupt practice as per RFP Clause 8.
  - In case the Bidder has Conflict of Interest as per clause 9.
  - a Bidder makes an effort to influence Authority in its decisions on Evaluation



process/Selection process.

- while evaluating the Bid, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal.
- Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
- A bidder who submits or participates in more than one Bid under this RFP.

Such misrepresentation/ improper response/blacklisting/record of poor performance shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Preferred Bidder gets disqualified / rejected, then GMDC reserves the right to:

- a) invite the remaining Bidders to submit their Bids or
- b) take any such measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Bidding Process.

(iii) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification criteria/ Technical Score Criteria /conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by GMDC to the Successful Bidder or the Consultant , as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the Consultant. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Contract.



### **6.7. Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time GMDC makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, GMDC and/ or their consultants/ employees/representatives on matters related to the Bids under consideration.

### **6.8. Correspondence with Bidder**

Save and except as provided in this RFP, GMDC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

### **6.9. Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising GMDC in relation to, or matters arising out of, or concerning the Bidding Process. GMDC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. GMDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or GMDC or as may be required by law or in connection with any legal process.

## **7. APPOINTMENT OF CONSULTANT AND SIGNING OF AGREEMENT**

### **7.1. Notification of Award**

- (i) Prior to expiry of the Bid Validity Period, Authority shall notify the Preferred Bidder(s) as the Successful Bidders through letter that his/their Bid has/have been accepted (the "Successful Bidder(s)"). This letter ("Letter of Award"/ "LOA") shall be issued, in duplicate and shall specify the sum which GMDC shall pay to the Successful Bidder and sum that the Successful Bidder shall pay to Authority in consideration of Project scope as per the terms of Contract.



- (ii) Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, GMDC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next Eligible and Qualified Bidder may be considered.

## **7.2. Signing of Agreement**

- (i) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security as per the RFP provisions, to execute/sign the Agreement within the 30 (thirty) days from the date of LOA (the "Execution Date"). The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Agreement
- (ii) The Draft copy of Agreement (the "Contract") is specified in Section V of this RFP.
- (iii) The Successful Bidder shall get correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 100 denominations can be used), at Ahmedabad in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. GMDC shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.
- (iv) After the signing of Agreement, the Successful Bidder shall call the "Consultant".

## **7.3. Performance Security**

- (i) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, within 20 days from the LOA, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 13) for amount of equivalent to **10% (Ten percent) of Consulting Fees (without GST) quoted for Part 1 and Part 2 of the Scope of Work** payable to GMDC by the Successful Bidders (the "Performance Security") from Approved Bank to Authority. Such performance Security shall be in favour of **Gujarat Mineral Development Corporation Ltd** and admissible and payable at Ahmedabad branch from Approved Bank to Authority.
- (ii) The Consultant shall maintain a valid and binding Performance Security for a period of 10 month. The Consultant shall ensure that the Performance Security shall subsist in



full force and effect in terms hereof, throughout the Agreement Period and thereafter until expiry of three months. In case Contract Period is extended then the Consultant shall have to renew Performance Security for a period of extended Contract Period.

- (iii) If the successful Bidder may be fails to furnish the Performance Security, it shall be lawful for GMDC to forfeit the EMD and cancel the contract or any part thereof.
- (iv) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
  - a) in the event GMDC requires to recover any sum due and payable to it by the Consultant including but not limited to Damages; and which the Consultant has failed to pay in relation thereof; and
  - b) in relation to Consultant's breach in accordance with the terms contained in the Agreement.
- (v) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by GMDC in accordance with the provision of the Agreement. The Consultant shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which GMDC shall be entitled to terminate this Agreement.
- (vi) At the end of the Contract Period, the Performance Security shall be returned to the Consultant without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

#### **7.4. Commencement of Work/Assignment**

The Consultant shall commence the Consultancy within seven days of the date of the Signing of Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 7.2 or commence the assignment as specified herein, GMDC may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

#### **7.5. Proprietary Data**

Subject to the provisions of Clause 6.9, all documents and other information provided by GMDC or submitted by Bidder to GMDC shall remain or become the property of GMDC. Bidder and the Consultant, as the case may be, are to treat all information as strictly confidential. GMDC will not return any Bid or any information related thereto. All



information collected, analyzed, processed or in whatever manner provided by the Consultant to GMDC in relation to the Consultancy Assignment pursuant to TOR shall be the property of GMDC.

#### **7.6. Tax Liability**

- (i) The rates quoted in Price Bid Annexure 11 shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable (“Price Quote”) except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by GMDC.
- (ii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

### **8. FRAUD AND CORRUPT PRACTICES**

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, GMDC may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD , as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.
- b) Without prejudice to the rights of GMDC under sub Clause (a) hereinabove and the rights and remedies which GMDC may have under the LOA or the Contract or otherwise if a Bidder or Consultant as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by GMDC during a period of 2 (two) years from the date such Bidder or Consultant as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.



c) For the purposes of this Clause 8, the following terms shall have the meaning hereinafter respectively assigned to them:

- (i) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GMDC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GMDC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of GMDC in relation to any matter concerning the Project;
- (ii) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (iii) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (iv) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by GMDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (v) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 9. CONFLICT OF INTEREST

a) The Bidder shall not have a conflict of interest that may affect the Selection Process or



the Consultancy (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, GMDC shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre-estimated compensation and damages payable to GMDC for, inter alia, the time, cost and effort of GMDC including consideration of such Bidder’s Proposal/Bid, without prejudice to any other right or remedy that may be available to GMDC hereunder or otherwise.

- b) GMDC requires that the Consultant provides professional, objective, and impartial advice and at all times hold GMDC’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of GMDC.
- c) Without limiting the generality of the above, shall be deemed to have a Conflict of Interest affecting the Selection Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder;
  - A. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Limited Liability Partnership Firm is defined as follows. Associates of the Bidding firm shall mean Parent and/or Subsidiary and/or sister concerned firm having meaning specified in **definition section**.
    - (1) **If Bidder is a Company:** In such case, the Bidder (including its Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 26% of the paid up and subscribed capital in its own company or Associate as the case may be, also holds:
      - a) more than 26% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder or Associates is Company; and/or
      - b) more than 26% of profit sharing in other Bidder or Associates such other Bidder or Associates is a Limited Liability Partnership firm. and/or
    - (2) **If Bidder is a Limited Liability Partnership Firm:** In such case, the Bidder or its Partners or Associate having a profit sharing of more than 26% of such Bidder or



its Partners or Associate as the case may be also holds;

- a) more than 26% of the paid up and subscribed equity capital in the other Bidder or Associate of such other Bidder, its Member or Associates is Company; and/or
  - b) more than 26% of profit sharing in other Bidder or its Associates such other Bidder or its Associates is a Limited Liability Partnership firm. and/or
- B. a constituent of such Bidders is also a constituent of another Bidders; or.
- C. such Bidders receives or has received any direct or indirect subsidy or grant from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
- D. such Bidder has the same legal representative for purposes of this Bid as any other Bidders; or
- E. such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders; or
- F. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to GMDC for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- G. Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

## **10. MISCELLANEOUS**

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes



arising under, pursuant to and/ or in connection with the Bidding Process.

- b) GMDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (ii) consult with any Bidder in order to receive clarification or further information;
  - (iii) retain any information and/ or evidence submitted to GMDC by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid , the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) **No Partnership:** Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- e) The Consultant shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.



## SECTION IV: CONSULTING FEES AND PAYMENT TERMS

The Consultant shall quote fees for Part 1 and Part 2 of the TOR separately. Authority hereby covenants to pay the Consulting Fees to the Consultant for Scope of the Work /TOR specified in SECTION – II of the RFP and as per the Charges and payment terms specified hereunder;

### 1) Consulting Fees and Payment Terms for Part 1 of the Consultant's Scope/TOR.

- a) The Prices are being invited and to be quoted for Part 1 of Consultant's scope on lump sum basis as per the price bid format specified in Annexure 11(Format of Price Bid) RFP.
- b) GMDC shall make payment of Consulting Fees to consultant towards its Services for Part 1 of the scope on milestone basis (i.e. on achieving milestones) as per the payment Schedule specified hereunder.

Deliverables and Milestone	Payment Milestone in terms of % of consulting fees to be paid for Part 1 of the TOR
Mobilization Fees	10%
Technical Assessment Report (Task 1) of GMDC's Wind Power Assets installed at Rojmal	20%
Commercial & contractual assessment Report (Task 2)	30%
Option Assessment Report (Task 3)	40%

- c) The Consultant shall submit invoices upon achieving milestone stated in sub clause hereinabove. Authority shall make payment within 15 days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any damages pursuant to contract conditions.
- d) Applicable GST, over and above approved Consulting Fees, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Consultant.
- e) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.



**2) Consulting Fees and payment terms for Part 2 of the Consultant’s Scope/TOR.**

- a) The Prices are being invited and to be quoted for Part 2 of Consultant’s scope on Lump sum basis as per the price bid format specified in Annexure 11(Format of Price Bid) RFP.
- b) GMDC shall make payment of Consulting Fees to consultant towards its Services for Part 2 of the scope on achieving following milestone.

Deliverables and Milestone	Payment Milestone in terms of % of consulting fees to be paid for Part 2 of the TOR
<b>In case of Option 1</b> of de-scoping and selecting new O&M partner is chosen.	
Issuance of RFP	30%
Submission of Technical Bid Evaluation Report	30%
Issuance of LOA	20%
Submission of Draft Contract	20%
<b>In case of Option 2</b> of contract renegotiation with existing O&M partner is chosen	
Draft Report	40%
Final Report	60%
<b>If an option of in-house O&amp;M is chosen</b>	
Draft Report [includes all aspects of scope specified for this option]	40%
Final Report	60%
<b>If any other option is chosen</b>	
Monthly payment by dividing Lumpsum fees Amount for Part 2 /Tenure of the Part 2 <b>OR</b> Deliverable shall be decided on mutually agreed terms	

- c) The Consultant shall submit invoice at on completion of invoice as specified above. Authority shall make payment within 15 days of submission of invoices upon verifying the deliverables and subject to deduction of any damages pursuant to contract conditions.



- d) Applicable GST, over and above approved Consulting Fees, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Consultant.
  
- e) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.



## SECTION V: CONTRACT TERMS AND CONDITIONS

THIS AGREEMENT is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

### **BETWEEN**

Gujarat Mineral Development Corporation Ltd, a company incorporated under Indian Companies act, 1953 and having its corporate office at Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 (hereinafter referred to as the “Authority/GMDC” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of ONE PART;

### **AND**

\_\_\_\_\_, having its registered office at \_\_\_\_\_, hereunder referred to as the “**Consultant**” which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

GMDC and the Consultant are hereinafter individually referred to as “Party” and collectively as “Parties”.

### **WHEREAS**

- A. GMDC vide its Request for Proposal, dated \_\_\_\_ invited Bids from competent parties through transparent and competitive bidding process for Selection of Consultant for Assessment of Strategic Options for Turnaround/Transformation 50 MW Rojmal Wind Power Project of GMDC as per the terms specified in RFP and this Agreement (hereinafter called the “**Project/ Consulting Work/Consulting Assignment**”);
- B. Pursuant to the evaluation of the bids received, GMDC has accepted the bid of the Consultant dated \_\_\_\_\_ as per the terms and conditions specified in RFP documents, subsequent Addendum and terms specified in this Agreement and issued a Letter of Award (LOA) No. \_\_\_\_\_ dated \_\_\_\_\_ accepting the particular Bid Proposal.
- C. The Consultant has accepted the LOA by its letter dated \_\_\_\_\_, requiring inter alia the execution of the Contract. GMDC hereby agrees to appoint and avail services of the Consultant for the assessment of strategic options for Turnaround/Transformation 50 MW Rojmal Wind Power Project on the terms, conditions and covenants hereinafter set forth in this Agreement.



NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties (GMDC and Consultant) hereto **hereby agree as follows:**

The following documents attached hereto shall be deemed to form an integral part of this Agreement:

This Agreement along with all Annexure/ schedules hereto.

1. Request for Proposal Document issued by GMDC in its entirety including all its parts/sections, annexure, corrigendum and Addendums thereto.
2. Letter of Acceptance (LOA) no. \_\_\_\_\_ issued on \_\_\_\_\_.
3. Terms of Reference provided in RFP SECTION II.
4. Payment Terms provided in RFP SECTION IV.
5. Consultant's Key Personnel specified in Schedule \_\_\_\_
6. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

While all above documents are deemed to be part of the Agreement, in the event of any discrepancy / conflict in the terms of the above referred documents or interpretation thereof, the provisions of the more recent document, date wise, shall prevail over the older document.

## **1. GENERAL**

### **1.1. Definition and Interpretation**

1.1. In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

- a. **"Applicable Law"** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, including without limitation those laws/regulations applicable to the Project;



- b. **“Applicable Clearances”** means all clearances, permits, no-objection certifications, exemptions, authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement;
- c. **“Authority”** or **“GMDC”** means the Gujarat Mineral Development Corporation Ltd [including without limitation its authorized representatives];
- d. **“Consultant”** means any private or public entity selected to provide the Services to GMDC under this Contract.
- e. **“Contract”** means the Contract signed by the Parties and all the attached documents listed in Prilimary and the Annexures.
- f. **“Contract Period”/“Agreement Period”** shall have a meaning specified in clause 2.4
- g. **“Day”** means calendar day.
- h. **“Dispute”** shall have a meaning specified in clause 9.1
- i. **“Effective Date”** shall have meaning specified in clause 2.1.
- j. **“Force Majeure”** shall have a meaning specified in clause 2.7.1.
- k. **“Insurance”** shall have a meaning specified in clause 3.1.1.
- l. **“Local Currency”** means Indian Rupees.
- m. **“Party”** means the “Authority” or the Consultant, as the case may be, and **“Parties”** means both of them.
- n. **“Team Leader”** shall have a meaning specified in clause 0
- o. **“Performance Security”** shall have a meaning specified in clause 7.3.
- p. **“Personnel”** means professionals and support staff provided by the Consultants and assigned to perform the Services or any part thereof;
- q. **“Services”/ “Scope of Services/Terms of Reference (TOR)”** means the work to be performed by the Consultant pursuant to this Contract, as described in RFP SECTION II;
- r. **“Sub-Consultants”** means any person or entity to whom/which the Consultant subcontracts any part of the Services. Sub-contracting of entire ToR is not permitted. However, for any specific technical matter requiring advice/inputs from experts or specific agencies, the Consultant may engage sub consultants under intimation to Authority. No Sub contracting is permitted for the position of Team Leader and Project Lead. Sub-contracting does not absolve the Consultant from its obligations provided in this Agreement.
- s. **“Terms of Reference”** (“TOR”) are the description of scope of Service to be performed by the Consultant. Detailed TOR is specified in RFP SECTION II;
- t. **“Third Party”** means any person or entity other than the “Authority”, or the Consultant.



## **1.2. Principles of Interpretation**

- a. The table of contents, numbers, headings and marginal headings in this Agreement are solely for the purpose of facilitating reference and shall not impact the construction or interpretation of this Agreement.
- b. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations and any organizations, having legal capacity to sue and be sued in their names.
- c. Words importing the singular also include the plural and vice versa where the context requires.
- d. Words importing one gender also include other gender.
- e. In case of ambiguities or discrepancies in this Agreement, the following shall apply:
  - (i) Between the Articles and the Schedules, the Articles shall prevail:
  - (ii) Between any value written in numerals and that in words, the latter shall prevail.

## **1.3. Relationship between Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between GMDC and the Consultants. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.4. Rights and Obligations**

The mutual rights and obligations of GMDC and the Consultant shall be as set forth in the Agreement, in particular:

- a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- b) GMDC shall make payments to the Consultant in accordance with the provisions of the Agreement.

## **1.5. Governing Law and Jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Ahmedabad shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.



### **1.6. Language**

All notices required to be given by one Party to the other Party and all other communications , documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

### **1.7. Table of Content and Heading**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

### **1.8. Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified hereunder.

If to Authority;

\_\_\_\_\_.

Gujarat Mineral Development Corporation Ltd, Ahmedabad

If to Consultant;

\_\_\_\_\_

### **1.9. Location**

The Services shall be performed at the offices of GMDC and at such locations as are incidental thereto, including the offices of the Consultant.

### **1.10. Authorised Representative**

- a) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Authority” or the Consultant may be taken or executed by the officials specified hereunder.



- b) GMDC may, from time to time, designate one of its officials as GMDC Representative. Unless otherwise notified, GMDC Representative shall be: -----
  
- c) The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be: -----

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1. Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

### **2.2. Commencement of Services**

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

### **2.3. Termination of Agreement for failure to commence Services**

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, GMDC may, by not less than 1 (one) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

### **2.4. Expiration of Agreement**

- a) The Consultant shall be required to complete the scope specified in Part 1 of the TOR within 1.5 months of time period. Post the completion of Part 1 and approval of strategic option for wind asset, GMDC shall ask the Consultant to carry out Part 2 of TOR .
  
- b) The Consultant shall be required to execute Part 2 of the Scope within the time period of 2.5 months. The Total engagement period/Contract Period of this assignment shall be 4 months (1.5+2.5) unless terminated earlier pursuant to clauses 2.3 and 2.9 hereof (the "Contract Period"/" Agreement Period"). Upon Termination, GMDC shall make payments of all amounts due to the Consultant hereunder for which milestone achieved/services delivered.



c) Extension of Agreement

- (i) In the event of the work relating to Consultant's TOR is not completed for reasons attributed for consultant, within the Agreement Period stated in sub clause a) herein above, then the period can be suitably extended at the discretion of Authority at non-additional cost to GMDC. Any such extension will be based on the estimate of time requirements for completion of Consultant's Scope.
- (ii) In the event of work relating to Consultant's TOR is not completed for reasons attributed for Authority, within the Agreement Period stated in sub clause a) herein above, then the period can be suitably extended on mutually agreeable period of Authority and Consultant within the same rate quoted in the RFP.

**2.5. Entire Agreement**

- a) This Agreement and the Annexes/ schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- b) Without prejudice to the generality of the provisions of Clause 2.5 (a), on matters not covered by this Agreement, the provisions of RFP shall apply.

**2.6. Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.



## **2.7. Force Majeure**

### **2.7.1. Definition**

- a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, pandemic ,flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2. No Breach of Agreement**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

### **2.7.3. Measures to be taken**

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.



- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **2.7.4. Extension of Time**

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **2.7.5. Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for payment due up to the Services Delivered as per work completion Milestone provided in RFP SECTION IV.

#### **2.7.6. Consultation**

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **2.8. Suspension of Agreement**

GMDC may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

### **2.9. Termination of Agreement**

#### **2.9.1. Termination by Authority**

GMDC may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:



- a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as GMDC may have subsequently granted in writing;
- b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d) the Consultant submits to GMDC a statement which has a material effect on the rights, obligations or interests of GMDC and which the Consultant knows to be false;
- e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

### **2.9.2. By Consultant**

The Consultant may, by not less than 30 (thirty) days' written notice to GMDC, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) GMDC fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- b) GMDC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 (thirty) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by GMDC of the Consultant's notice specifying such breach;
- c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d) GMDC fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.



### **2.9.3. Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause (i) , as relate to the Consultant's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

### **2.9.4. Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by GMDC, the Consultant shall proceed as provided respectively by Clauses 3.8 or 0 hereof.

### **2.9.5. Payment upon Termination**

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, GMDC shall make the payments to the Consultant as per provision set forth in RFP SECTION IV hereof for Services performed prior to the date of termination. Provided that in case of incomplete milestone during such Termination, the payment for such incomplete milestone shall be made on pro rata basis.

### **2.9.6. Disputes about Events of Termination**

If either Party disputes whether an event specified in Clauses 2.9.1 or 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **3. OBLIGATIONS OF THE CONSULTANT**

### **3.1. General**



### **3.1.1. Standard of Performance**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to GMDC, and shall at all times support and safeguard GMDC's legitimate interests in any dealings with Sub-consultants or Third Parties.

### **3.1.2. Terms of Reference**

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at RFP SECTION II. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

### **3.1.3. Applicable Laws**

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

## **3.2. Conflict of Interest**

The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

### **3.2.1. Consultants not to Benefit from Commission, Discounts etc.**

The remuneration of the Consultants pursuant to Payment Terms specified in RFP Part IV hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

### **3.2.2. Consultants and Affiliates not to engage in Certain Activities**

The Consultant shall hold the GMDC's interest paramount, without any consideration for



future work, and strictly avoid conflict with other assignments or their corporate interests.

The clause shall not prohibit the Consultant to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities. However, in such cases the Consultant agrees to a professional responsibility to maintain the confidentiality of Client information.

### **3.2.3. Confidentiality**

- a) The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or GMDC's business or operations without the prior written consent of GMDC, provided however that this clause shall not apply to any information (a) which already forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; or (d) which is required to be submitted to any regulatory, statutory or governmental authority.
- b) GMDC may be required to disclose Client identity for the engagement and extracts of the assignment outcome at some places, such as for Government approval, legal compliances, investor interest, shareholder disclosures, independent evaluations, partnering efforts, vendor selection etc. In such case if a third party is making its strategic decision regarding business with GMDC based on the Consultant's output, adequate disclaimers will be placed regarding non-reliance on consultant's output and the need for such party to make its own decisions based on its own research and due diligence.

### **3.3. Liability of the Consultant**

**3.3.1.** The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

**3.3.2.** The Consultant shall, subject to the limitation specified in Clause 3.3.3, be liable to GMDC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

**3.3.3.** Notwithstanding anything to the contrary, the aggregate maximum liability of the Consultant under this Contract shall not exceed the fees received by the Consultant under this Contract (including all types of liabilities).



**3.3.4.** The Services in this assignment shall not be deemed investment, legal, regulatory, tax, accounting or other regulated advice. Consultant does not supplant the Client's management or other decision-making bodies. While the Consultant does not guarantee results, it agrees to make the best efforts to achieve the same. GMDC remains solely responsible for its decisions, actions, use of the Deliverables and compliance with applicable laws, rules, and regulations. Neither party shall be responsible for any lost profits. Beyond the limits of liability set in the Agreement, neither party will be liable for any indirect, consequential, incidental, punitive or special damage

#### **3.4. Accounting, Inspection and Auditing**

- (i) The Consultants shall keep accurate and systematic accounts and records of the work performed by it under the Contract including details of all invoices raised and payments received and shall make the same available to GMDC as and when requested by GMDC.
- (ii) Any such inspection shall be subject to prior notice and conducted within reasonable office hours and limited to working papers and files relating to the assignment. Nothing herein shall obligate the Consultant to disclose to Authority any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with Consultant's business, payroll information, or information or material that constitute, in the opinion of Consultant's legal counsel, legally privileged documents or information that Consultant is bound to maintain as confidential by written obligation to a third party

#### **3.5. Consultants' Actions requiring Authority's prior Approval**

The Consultants shall obtain GMDC's prior approval in writing before taking any of the following actions:

- (i) appointing such members of the Personnel as specified in Scope of Services not proposed as part of its Proposal;
- (ii) entering into a subcontract for the performance of the Services as per provision of RFP.
- (iii) any other action that may be specified by GMDC during the course of this Contract.

#### **3.6. Reporting Obligations**



The Consultants shall submit to GMDC the reports and documents specified in TOR specified in RFP Part II, within the time periods set forth in the said Clause.

### **3.7. Documents Prepared by the Consultants to be the Property of GMDC**

- (i) All plans, drawings, specifications, designs, documents, reports, frameworks, software, databases, content and documents prepared by the Consultants solely in performing the Services under this Contract shall become and remain the property of GMDC, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to GMDC, together with a detailed inventory thereof.
- (ii) Any pre-existing Intellectual Property Right (IPR) developed by the Consultant independent of the Contract, including know-how, questionnaires, assessments, modules, courses, frameworks, software, algorithms, databases, content, models, industry perspectives, designs, etc. (“Consultant Tools”), for which the Consultant at the time of signing of this Agreement has a legal right, or otherwise, if it does not have a legal right, which would meet the commonly used tests and criteria for IPR identification will be and remain owned by the Consultant including any and all derivative works, modifications or enhancements of the same made before, during, and after the Contract. To the extent the Deliverables under this Contract include any Consultant Tools, the Consultant hereby grants GMDC a non-exclusive, non-transferable, non-sub licensable, worldwide, royalty-free license to use and copy the Consultant Tools solely as part of the deliverables. GMDC agrees that, without Consultant's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any Consultant Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Consultant Tool or Deliverable.

### **3.8. Equipment and Materials Furnished by GMDC**

Equipment and materials made available to the Consultants by GMDC, or purchased by the Consultants with funds provided by GMDC, shall be the property of GMDC and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to GMDC an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with GMDC’s instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by GMDC in writing, shall insure them at the expense of GMDC in an amount equal to their full replacement value.



### **3.9. Accuracy of Documents**

- (i) The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify GMDC against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.
- (ii) Notwithstanding anything, the Consultant will have no obligation to independently verify information provided by GMDC or their service providers.
- (iii) Authority acknowledges and agrees that Consultant shall not provide professional legal, accounting, or tax advice. However, the Consultant agrees to peruse and assess the legal and regulatory provisions and framework in so far as they are required to carry out the main task of preparing a strategy for REE for Gujarat. This will include perusal, if so, required of contracts entered into by GMDC with its vendors and partners.

### **3.10. Insurance to be taken out by the Consultant**

- (i) The Consultant shall procure and maintain, at its own cost, Professional Liability Insurance or other appropriate insurance required as per the Good Industry Practice or Consultant's own standard practices during the Contract Period insurance (the "Insurance"). At the Authority's request, the Consultant shall provide evidences of insurance covers or a certificate of all insurances maintained on request of Authority.
- (ii) The Consultant shall indemnify the Authority for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub consultant/specialist deployed by the Consultant to perform scope of work specified under this Contract.
- (iii) The Authority undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of the Consultant or its sub-contractors / sub consultants / specialists associated with the Consultants for the purposes of the Services, nor for any member of any such person



## **4. CONSULTANT'S PERSONNEL**

### **4.1. General**

The Consultant shall employ and provide such qualified and experienced Personnel as specified in clause **Error! Reference source not found.**(i.e Technical Marking System) of PART II of this RFP and as may be required to carry out the Services.

### **4.2. Deployment of Personnel**

- a) The designations, names and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in Technical Marking System of this RFP which is listed in Schedule\_\_\_\_.
- b) The Key Personnel listed in Schedule\_\_\_\_ of the Agreement are hereby approved by GMDC. No other Key Personnel shall be engaged without prior approval of GMDC.
- c) If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to GMDC its proposal along with a CV of such person in the form provided at Annexure of the RFP. GMDC may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for GMDC consideration. In the event GMDC does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this, it shall be deemed to have been approved by GMDC.

### **4.3. Substitution of Personnel**

GMDC expects all the Key Personnel i.e Team Leader, Project Manager and Subject Matter Experts/Sector Experts as specified in the Proposal to be available during implementation of the Agreement. GMDC will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of GMDC.

### **4.4. Working hours, Overtime, Leave etc.**

The working hours and leaves of the Personnel will be as per the company policies of the Consultant. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of GMDC, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.



#### **4.5. Team Leader and Project Manager**

- a) The person designated as the Team Leader/ key personnel of the Consultant's Personnel as specified in Technical Marking System shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, Project Manager as specified in Technical Marking System shall act as Project Manager (the "Project Manager") who shall be responsible for day to day performance of the Services.
- b) Team Leader and Project Manager should be on the roll of the Consultant. The Consultant can hire external professional as Technical Expert who has qualification and experience stated in clause 5.2 of SECTION III. Consultant is required to deploy all personnel for this assignment. The consultant shall deploy additional resources if it is required to perform Scope of Services specified in this RFP.

#### **4.6. Sub-Consultants**

The sub-contracting of entire TOR by the Consultant is not permitted. However, for any specific technical matter requiring advice/inputs from experts or specific agencies, the Consultant may engage sub consultants under intimation to Authority. No Sub contracting is permitted for the position of Team Leader and Project Manager. Sub-contracting does not absolve the Consultant from its obligations provided in this Agreement.

### **5. OBLIGATIONS OF GMDC**

#### **5.1. Assistance in clearance**

Unless otherwise specified in the Agreement, GMDC shall make best efforts to ensure that GMDC shall:

- a) provide the Consultant and its Personnel with work permits and such other documents as may be necessary to enable the Consultant or its Personnel to perform the Services;
- b) issue to officials, agents and representatives of GMDC all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.



## 5.2. Payment

In consideration of the Services performed by the Consultant under this Agreement, GMDC shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

## 5.3. Documents and Other Support

GMDC will provide all necessary information/documents/data/ previous Technical studies, which are available with GMDC subject to internal and external confidential requirements. If necessary, a Non – disclosure Agreement will be signed.

GMDC shall facilitate followings to the extent possible for the study

- Interviews with departmental heads
- Site visits of GMDC facilities
- Meetings with top management

## 6. PAYMENT TO THE CONSULTANT

Authority shall make payment to Consultant as per the terms specified in Part IV of RFP.

## 7. LIQUIDATED DAMAGES AND PENALTY

### 7.1. Performance Security

(a) For securing the due and faithful performance of the obligations of the Consultant under this agreement, during the Agreement Period, the Consultant, has in terms of the RFP and letter of award furnished to GMDC the required Performance Security dated \_\_\_\_ of amount \_\_\_\_ drawn in favour of “ \_\_\_\_\_ ” from \_\_\_\_ Bank in the form of Bank Guarantee/DD and valid till \_\_\_\_ and admissible and payable at Ahmedabad branch, the receipt & veracity of which, is hereby acknowledged by GMDC (the “Performance Security”).

(b) The Consultant shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Contract Period (“Validity Period”). The Consultant shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Contract Period and thereafter until expiry of three months from end of Contract Period. In case Contract Period is extended then the Consultant shall have to renew Performance Security for a period of extended Contract Period. The Performance Security shall be co terminus with Contract Period.



- (c) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
- (i) In the event GMDC requires to recover any sum due and payable to it by the Consultant including but not limited to Damages; and which the Consultant has failed to pay in relation thereof; and
  - (ii) In the event of the Consultant's breach and if such breach is not cured with the remedial period as per the terms of the Agreement.
  - (iii) If the Consultant fails to purchase, renew and maintain in full force and effect, any or all of the insurances required under the Contract as per provisions of this Agreement.
- (d) Upon such encashment and appropriation from the Performance Security, the Consultant shall, within 15 (fifteen) days replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the Consultant shall, within the time so granted replenish or furnish to GMDC a fresh Performance Security as aforesaid, failing which the same shall constitute a Consultant's breach and entitle Authority to terminate this Contract in terms hereof.
- (e) On the performance and completion of the Contract by expiry of its term in all respects the Performance Security shall be returned to the Consultant without any interest, provided the Consultant is not in default of the terms hereof and there are no outstanding dues of GMDC with the Consultant.

## **7.2. Liquidated Damages**

### **7.2.1. Liquidated Damages for error/variation**

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by GMDC in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the 10% of Agreement Value/Contract Price/Consultant's Fees for the Project.



### **7.2.2. Liquidated Damages for delay**

In case of delay solely attributable to the Consultant in completion of milestone as specified in TOR, liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Milestone Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

### **7.2.3. Encashment and appropriation of Performance Security**

GMDC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

**7.2.4.** In order to be able to perform the Services within the agreed timeframe and budget and to fulfill its responsibilities on a timely basis, Consultant will rely on the GMDC's timely cooperation, including the GMDC making available relevant data, information and personnel, performing any tasks or responsibilities assigned to the GMDC and the GMDC notifying Consultant of any issues or concerns the GMDC may have relating to the Services. During the course of the Services, priorities may shift, or unexpected events may occur which may necessitate changes to the Services. In this event, the parties will jointly discuss the anticipated impact on the Services and agree on any appropriate adjustments, including to the scope of work, timeframe and budget.

### **7.3. Penalty for Deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of GMDC and such deficiencies not cured within the reasonable cure period granted by the Authority then Authority may initiate penal actions as permitted under law.

## **8. FARENESS AND GOOD FAITH**

### **8.1. Good Faith**



The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

## **8.2. Operation of Agreement**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## **9. DISPUTE RESOLUTION**

### **9.1. Amicable Solution**

- (a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement including incompleteness of the Services/ TOR /Payment between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably by GMDC and Consultant in accordance with the procedure set forth in sub-article (b) below.
- (b) Either Party may require the Dispute to be referred to committee of two senior executives of each Authority and the Consultant, for the time being for amicable settlement. Upon such reference, the committee shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to an independent Dispute Review Expert (also referred to as adjudicator) who may be an impartial person of experience in legal / dispute matters and both parties mutually select Dispute Review Expert
- (c) Dispute Review Expert shall give a decision in writing within 28 days of receipt of Notification of the Dispute. Reimbursable expense pertaining to Dispute Review Expert shall be divided equally between GMDC and the Consultant. Either Party may refer a decision of the Dispute Review Expert to the Arbitrators within 28 days of Dispute Review Experts written Decision as per the agreement. If neither party refers the



dispute to the Arbitration within the next 28 days, the decision of Dispute Review Expert will be final and binding.

## **9.2. Arbitration**

### **(a) Arbitrators**

Any Dispute/questions/differences whatsoever, which may at any time arises between the parties to this RFP and subsequent contract in connection with the RFP and subsequent contract or any matter arising out of or in relation thereto and which is not resolved amicably as provided in Clause 9.1 shall be finally settled by binding Arbitration under the Arbitration and Conciliation Act, 1996. The Dispute shall be referred for the fast-track Arbitration to sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto (clause 29B of said act).

### **(b) Place of Arbitration**

The place of arbitration shall be Ahmedabad. The Language of the Arbitration shall be in English only.

### **(c) Procedure**

The procedure to be followed within the arbitration, including appointment of arbitrator / arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

### **(d) Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction in Ahmedabad only.

### **(e) Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by Party.



### **9.3. Performance during Dispute Resolution**

Pending the submission of and/or decision on a Dispute, difference or claim or until the amicable solution or arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such solution or award.

## **SECTION IV: ANNEXURE**

### **Annexure 1: Letter of Bid Submission**

{On Bidder's letterhead}



Dated:

To,

General Manager (Power),

Gujarat Mineral Development Corporation Ltd

Khanij Bhavan,

132-Ring Road, Gujarat University Ground, Vastrapur,

Ahmedabad- 380052.

**Subject: Submission of Bid for RFP for selection of Consultant for Assessment of Strategic Options for Turnaround /Transformation 50 MW Rojmal Wind Power Project of GMDC**

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Price Bid as follows.

**A. Physical submission of**

- (i) Technical Bid-Pre-Qualification and Qualification documents and
- (ii) RFP Fee and EMD as per the requirement of the RFP

**B. Online submission of Price Bid: Price Quote per the provisions of RFP.**

We are submitting our Bid in individual capacity. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Bid, i.e., before the date indicated in RFP, we undertake to negotiate on the basis of the proposed personnel. Our Bid/Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Bid is accepted, to initiate the consulting services related to the assignment not later than the period specified in the RFP.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**Annexure 2: Bidder's Organization, Experience and Ranking**

**A - Bidder's Organization**



[Provide here a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. The Bidder shall be a legal entity registered in India under the relevant legislation. In order to meet above requirements, the Bidder may submit any of the following documentary evidences as applicable. Certificate of registration in India along with RBI approval certificate, GSTIN certificate, PAN details **OR** Partnership deed, GSTIN registration, PAN details **OR** Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details]

**B - Bidder's Experience**

[Using the format below, provide information on each Assignment/job for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones specified in Prequalification Criteria and Technical Marking system set forth in the RFP (If possible, the employer shall specify exact assignment / job for which experience details may be submitted)]

Name of Employer:	
Address:	
Country:	
Location within country:	
Assignment/job name	
Description of Project/Assignment	
Approx. value of the contract (in Rupees):	
Duration of Assignment/job (months):	
Total No of staff-months of the Assignment/job:	
Start date (month/year):	
Completion date (month/year):	
Name of associated Consultants, if any:	
No of professional staff-months provided by associated Consultants:	
Name of senior professional staff of your firm involved and functions performed	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

**Note: Please provide documentary evidence from the client i.e Relevant portion of Work Order/contract/Client completion certificate. For confidential engagements, bidder may submit sanitized details supported by CA certificate to ascertain authenticity.**



**Annexure 3: Comments and Suggestions on the Terms of Reference and Facilities to be provided by Authority**

**A - On the Terms of Reference**

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Bid/Proposal.]

**B - On Inputs and Facilities to be provided by the employer**

[Comment here on Inputs and facilities to be provided by GMDC]



#### **Annexure 4: Description of Approach, Methodology and Work Plan for Performing the Assignment/TOR**

Technical approach, methodology and work plan are key components of the Technical Bid/Proposal. Bidders are suggested to present their Technical Proposal divided into the following three chapters:

- a) Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing

a) **Approach and Methodology**

As per the Technical Marking system.

- b) **Work Plan:** In this chapter, Bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by Authority), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including report to be delivered as final output, should be included here.
- c) **Organization and Personnel:** In this chapter, the Bidder should propose and Justify the structure and composition of proposed team. Bidder should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. The manpower requirement given in the RFP is an indicative minimum requirement. The Bidder should assess the specific and realistic manpower with reference to TOR.



**Annexure 5: Team Composition and Task Assignments**

**Team Leader, Project Lead and Technical Expert/Renewable Energy Expert and Key Professionals**

Sr. No.	Name of Staff	Proposed Position for this assignment	Position held in Bidder's Firm	Education Credentials	Area of Expertise	Years of Experience (i) Total Exp. & (ii) Power sector experience	Position and Task Assigned to this Job/Assignment	CV Details with signature
1.								
2.								
3.								

**Support Staff (if any)**

Sr.No.	Name of Staff	Position Assigned	Education Credentials and Area of Expertise	Position and Task Assigned to this Job/Assignment	CV Details with signature
1.					
2.					
3.					



## **Annexure 6: Curriculum Vitae (CV) for Proposed Experts and Support Staff**

*(Summary of CV: Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV)*

1. Proposed Position in the assignment [only one candidate shall be nominated for each position]:
2. Name of Firm [Insert name of firm proposing the expert]:
3. Name of Expert [Insert full name]:
4. Date of Birth: Citizenship:
5. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:
6. Membership of Professional Associations:
7. Other Training [Indicate significant training since degrees under -Education were obtained]:
8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
9. Employment Record [Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Employer references, where appropriate.]:

From [Year]: To [Year]:

Employer:

Positions held:

Sector:

10. Total Experience (Years): \_\_\_\_\_(details to be given in point no 13)
11. Power Sector Experience (Years): \_\_\_\_\_(details to be given in point no 13)
12. Detailed Tasks Assigned:[List all tasks to be performed under this Assignment/job]
13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks



Listed under point 12. List of the assignment below should also match sr. no 10 and 11]

- (i) Name of Assignment/job or project:
- (ii) Year:
- (iii) Location:
- (iv) Employer:
- (v) Main project features:
- (vi) Positions held:
- (vii) Activities performed:
- (viii) Sector:

14. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- I. This CV correctly describes my qualifications and my experience.
- II. I am not employed by the Executing /Implementing Agency.
- III. I am/I am not in regular full-time employment with the Bidder
- IV. I am willing to work on the project and I will be available for entire duration of the project assignment as per task assigned to me.
- V. I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes me my qualification and my experience I am committed to undertake the assignment within the validity of Proposal.
- VI. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Days/Month/Year]

[Signature of expert or authorized representative of the firm]

Full name of authorized representative:



### **Annexure 7: Turnover statement**

{On Statutory Auditor's/ Registered Chartered Accountant's letterhead}

I hereby declare that I have scrutinized and audited the financial statement of M/s\_\_\_\_\_. Following is the audited turnover from consulting assignments (excluding revenue from IT, audit, global backend support and taxation practice), for the last three years.

<b>Years*</b>	<b>Turnover from Consulting Activities** (Rs. Crore)</b>
<b>2017-18</b>	
<b>2018-19</b>	
<b>2019-20</b>	
<b>2020-21</b>	

*\* Latest available annual audited statements. In case Bidder is following a calendar year then it should provide audited Turnover from 2018 to 2020. In case Bidder is following financial year then it should provide latest available annual audited turnover for last three years from 2017-18 to 2020-21.*

*\*\*Consulting Activities are defined as Management/Business advisory services provided to clients. It does not include Audit services, IT, audit, global backend support and taxation practice.*

\_\_\_\_\_

(Signed and Sealed by the statutory auditor/Registered Chartered Accountant)

(Also attach audited financial statements for last three years)



**Annexure 8:No Blacklisting certificate**  
**(On a Stamp Paper of Value Rs 300)**

**Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Bidder are not blacklisted**

**No-Blacklisting Affidavit**

I M/s. .... (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the \_\_\_\_\_-(Bid submission Date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated this .....Day of ....., 2022.

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person



**Annexure 9:Format of power of attorney for authorizing Bidder’s Signatory**  
**(On a Stamp Paper of Value Rs 300)**

KNOW ALL MEN by these presents that we, ....[name of the firm], a FIRM incorporated under the \_\_\_\_\_ and having its Registered Office/ office at ....[Address of the Company firm] (hereinafter referred to as “Company/firm”):

WHEREAS in response to the RFP for\_\_\_\_\_ [Name of the Assignment] (“Project”), the Company/ firm is submitting Bid for the project and GMDC and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint or authorize Mr\_\_\_ son of \_\_ resident of \_\_\_\_\_, holding the post of \_\_\_\_\_ as the authorized signatory of the company/ firm in connection with the request for proposal titled (Name of the RFP) RFP Number: \_\_\_\_\_ dated \_\_\_\_\_, issued by the (Name of the other party) (the “RFP”) and to execute and deliver for and on behalf of the Company the RFP documents and to comply with any other requirements connected to or arising from the RFP documents and/or from the RFP process for the firm/company in its name and on its behalf, that is to say:

To act as the Company’s/firm’s official representative for submitting the Bid comprising Technical Bid and Price Bid for the said project and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid RFP;

To RFP documents, receive and make inquiries, make the necessary corrections and clarifications to the Proposal and other documents, as may be necessary;

To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the compliance of the requirements with any other requirements connected to or arising from the RFP documents and/or from the RFP process.

The common seal of [name of the company/firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of -----, 20__ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/firm of [name of the company]	----- [name & designation of the person] ----- [name & designation of the person]
--	--



**Annexure 10: Undertaking**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and we are liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2022.

Signature  
(Company Seal)

\_\_\_\_\_

In the capacity of duly authorized to sign bids for and on behalf of:

**Signed by**

**Authorized Signatory with designation**



### Annexure 11: Indicative Format of Price Bid

(This is indicative format for Bidder's reference only. The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY at designated places through <http://gmdc.nprocure.com>. Price Bid should not be submitted in hard copy and or placed with Technical Bid. Prices submitted in hard copy and or placed with Technical Bid shall result in outright rejection of bid)

To  
General Manager (Power)  
Gujarat Mineral Development Corporation Ltd  
Khanij Bhavan,  
132-Ring Road, Gujarat University Ground, Vastrapur,  
Ahmedabad- 380052.

**Sub: Our Price Bid for RFP for selection of Consultant for Assessment of Strategic Options for Turnaround/Transformation 50 MW Rojmal Wind Power Project of GMDC**

Dear Sir,

After thoroughly reading and accepting the RFP terms, understanding the requirements and scope of work of the GMDC under this RFP, and its terms and conditions, we hereby agree to provide our services at the following rates:

Sr. No.	Particular	Total Consulting Fees (Rs lakh) (Lumpsum basis)
A.	<b>Part-1:</b> Development and Assessment of strategic options for GMDC's wind asset (scope as per the clause A of SECTION II of RFP)	
B	<b>Part 2 :</b> Assistance in implementation of the selected option (scope as per the clause B of SECTION II of RFP)	
	<b>Total (A+B)</b>	



Notes:

- (1) For the purpose of Bid evaluation, aggregate consulting fees/charges quoted for Part 1 and Part 2 of the Scope shall be considered.
- (2) Upon selection of preferred strategic option, Authority shall issue notice to proceed with Part 2 of the Scope/TOR. Authority shall provide 15 days prior notice for granting permission to start Part 2 of the Scope.
- (3) The Bidder to quote charges (in table A and B) inclusive of all other taxes except applicable GST. Applicable GST, over and above approved Consulting Fees, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Consultant.
- (4) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.
- (5) The above quoted rates represent remuneration of Bidder's staff, Travel expense to GMDC and Project Site, expense towards dine, hotel stay, office rents, conveyance and any other expense to be incurred for executing Terms of Reference.
- (6) Consulting Fees shall be paid as per the payment terms specified in SECTION IV.

Each Bidder must quote his rates after through reading of this RFP document and Estimates of his cost thorough detailed due diligence of the site, statutory laws/regulations. **Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions.**



**Annexure 12: Format for Bank Guarantee for towards Bid security/Earnest Money Deposit**

(On Non-judicial Stamp paper to be submitted along with submission of bids)

..... (Name of the Bank)  
Address.....  
Guarantee No.....  
A/C Messrs..... (Name of Bidder)  
Date of Expiry.....  
Limit to liability (currency & amount).....  
Invitation For Tender No..... Dated.....( bidding document )  
For..... (Name of work)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....20

To,  
General Manger (Power),  
Gujarat Mineral Development Corporation Ltd.  
132 Ft Ring Road,  
Near University Ground  
Vastrapur,  
Ahmedabad.

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (here in after called "Bidder") from demand under the terms and conditions of "Technical Bid Document" ( hereinafter called the said "Bidding Document") issued by the GMDC vide TenderNo. \_\_\_\_\_ for the work \_\_\_\_\_

( Name of the facilities ) from Earnest Money Deposit (EMD) of Bid for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document on production



of Bank Guarantee for INR \_\_\_\_\_ ( \_\_\_\_\_ only ) ( figure in words).

**1.** We the \_\_\_\_\_ ( Name of Bank ) hereinafter referred to as “Bank” having our registered office at \_\_\_\_\_ ( address of Bank ) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR \_\_\_\_\_ ( \_\_\_\_\_ only ) ( figures in words ) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.

**2.** We \_\_\_\_\_ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder’s failure to fulfill the conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR \_\_\_\_\_.

**3.** We \_\_\_\_\_ ( Name of Bank ) further agree that GMDC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of GMDC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.

**4.** We \_\_\_\_\_ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) \_\_\_\_\_ we shall be discharged from all liability under this guarantee.

**5.** We \_\_\_\_\_ ( Name of Bank ) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to



postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.

- 6.** It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding or unrealized.
- 7.** We \_\_\_\_\_ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
- 8.** We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
- 9.** This Guarantee will not be discharged due to the change in the constitution of the Bank or the said bidder.
- 10.** The Bank has under its constitution power to give this guarantee and Mr. \_\_\_\_\_ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

- (I) Our liability under this Bank Guarantee shall not exceed **Rs \_\_\_\_\_/-**  
**(Rupees \_\_\_\_\_ only)**
- (II) This Bank Guarantee is valid up to \_\_\_\_\_ (Date).
- (III) We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or a demand on or before \_\_\_\_\_ (date).
- (IV) This bank guarantee is operative only when accompanied with SFMS advice from us.



Yours faithfully

For \_\_\_\_\_(Name of the Bank)



**Annexure 13:Format for Bank Guarantee for Performance Security**

Name of the Bank :  
Address :  
Guarantee No :  
Name of the Contractor : M/s \_\_\_\_\_  
Date of Expiry :  
Limit to liability : Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

Ref: Tender \_\_\_\_\_ bearing \_\_\_\_\_ No.

**Subject: Bank Guarantee towards Security Deposit.**

Date.....20

To  
General Manger (Power),  
Gujarat Mineral Development GMDC.  
132 Ft Ring Road, Near University Ground  
Vastrapur, Ahmedabad.

Dear Sir,

In consideration of Gujarat Mineral Development GMDC (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s \_\_\_\_\_(hereinafter called "Contractor/Consultant") from demand under the terms and conditions of "Technical Bid Document" ( hereinafter called the said "Bidding Document") issued by the GMDC vide Tender \_\_\_\_\_. **The present Bank Guarantee is towards Security Deposit (SD)/Performance Security of Bid in terms of Clause No. \_\_\_\_\_ of Part – \_\_\_\_\_of the afore-said bidding document for the due fulfillment by the Contractor/Consultant of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**

1) We the \_\_\_\_\_ (Name of the Bank) hereinafter referred to as "Bank" having our \_\_\_\_\_ registered \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_



- \_\_\_\_\_ do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Contractor of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
- 2) We \_\_\_\_\_ (Name of the Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Bidding Document by reason of the Contractor's failure to perform according to the terms and conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**.
  - 3) We \_\_\_\_\_ (Name of the Bank) further agree that GMDC shall be the sole judge of and as to whether the Contractor has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Contractor in respect of the said document and the decision of GMDC that the Contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
  - 4) We \_\_\_\_\_ (Name of the Bank) undertake to pay to the GMDC any money so demanded notwithstanding any dispute or disputes raised by the said contractor (s) in any suit or proceeding pending before any forum of law relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said contractor (s) shall have no claim against us for making such payment.
  - 5) We \_\_\_\_\_ (Name of the Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
  - 6) We \_\_\_\_\_ (Name of the Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations



hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance act or omission on your part or any indulgence by you to the said Contractor or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period, the bank may extend the same.

- 7) We \_\_\_\_\_ (Name of the Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
- 8) We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
- 9) This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor.
- 10) The Bank has under its constitution power to give this guarantee and Mr. \_\_\_\_\_ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

- (I) Our liability under this Bank Guarantee shall not exceed **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**
- (II) This Bank Guarantee is valid up to \_\_\_\_\_ (Date).
- (III) We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or a demand on or before \_\_\_\_\_ (date).
- (IV) This bank guarantee is operative only when accompanied with SFMS advice from us.

Yours faithfully

For \_\_\_\_\_ (Name of the Bank)



**Annexure 14: List of Approved Banks for EMD and Performance Security if Bidder intends to submit Bank Guarantee**

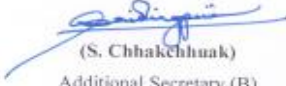
**Finance Department, Government of Gujarat's GR No: EMD /10/2021/7729/DMO dated 12/04/2021 specified list of Approved Banks as follows.**

Acceptance of Bank Guarantee as  
Security Deposit and Earnest Money  
Deposit.

**Government of Gujarat**  
Finance Department  
Corrigendum No.: EMD/10/2021/7729/DMO Date: 28/06/2021  
Read: FD GR. No.: EMD/10/2021/7729/DMO Date: 12/04/2021  
**CORRIGENDUM**

The following corrigendum is issued to the above Government Resolution dated 12th April, 2021 for the addition of Yes Bank in Annexure-1 for the Acceptance of EMD/SD till 31<sup>st</sup> March, 2022  
From the date of issuance of this Corrigendum, in pursuance of the above cited GR, Government of Gujarat has decided to add Yes Bank in Annexure-1 for the Acceptance of EMD/SD till 31<sup>st</sup> March, 2022  
In view of the above modification revised Annexure-1 attached with this corrigendum should be taken into consideration for Acceptance of Bank Guarantee as EMD/SD.

By order and in the name of the Governor of Gujarat.

  
(S. Chhakchhuak)  
Additional Secretary (B)  
Finance Department

To,  
The Secretary to His Excellency Governor of Gujarat, Raj Bhavan, Gandhinagar  
Principal Secretary to Hon. Chief Minister  
PS to Hon. Deputy Chief Minister /Finance Minister  
PS to all Hon. Ministers, State Ministers and Deputy Ministers  
PS to Hon'ble Leader of Opposition Party  
The Secretary, Gujarat Legislative Assembly, Secretariat, Gandhinagar  
PS to Chief Secretary  
PS to Additional Chief Secretary, Finance Department  
PS to Secretary (EA), Finance Department  
PS to Secretary (Expenditure), Finance Department  
PS to Joint Secretary (B), Finance Department  
All Administrative Departments, Sachivalaya, Gandhinagar  
All Heads of Department  
All Public Enterprises of the State  
All State's Boards/Corporations/Societies  
Accountant General-I (Audit) Gujarat, Ahmedabad  
Accountant General (A&E) Gujarat, Ahmedabad  
Accountant General-II (Audit) Gujarat, Rajkot  
Accountant General (A&E) Gujarat, Rajkot  
Pay and Accounts Office (Gandhinagar/Ahmedabad)  
Chief Information Officer, Finance Department  
All Add. Secy./Joint Secy./Dep. Secy./Under Secy. Finance Department  
All Branches, Finance Department  
System Manager, Finance Department for put up on GSWAN website  
Select File DMO-Finance Department



## Annexure I.

Finance Department, Corrigendum No.: EMD/10/2021/7729/DMO

Date: 28/06/2021

A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

- ❖ All Nationalized Banks

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2022. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

- ❖ The Mehsana Urban Co-operative bank Limited
- ❖ Ahmedabad Mercantile Co-Operative Bank Limited
- ❖ Nutan Nagrik Sahakari Bank Limited
- ❖ Kalupur Commercial Co-Operative Bank Limited
- ❖ RBL Bank
- ❖ Axis Bank
- ❖ ICICI Bank
- ❖ HDFC Bank
- ❖ Kotak Mahindra Bank
- ❖ IndusInd Bank
- ❖ Rajkot Nagarik Sahakari Bank Limited
- ❖ The Gujarat State Co-Operative Bank
- ❖ Sarswat Bank
- ❖ Saurashtra Gramin Bank
- ❖ DCB Bank
- ❖ Tamilnadu Mercantile Bank
- ❖ Ujjivan Small Finance Bank
- ❖ A U Small Finance Bank
- ❖ Federal Bank
- ❖ Equitas Small Finance Bank
- ❖ Bandhan Bank
- ❖ Standard Chartered Bank
- ❖ City Union Bank
- ❖ Yes Bank



All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.

A handwritten signature in blue ink, appearing to read 'S. Chhakchhuak', is written over a horizontal line.

(S. Chhakchhuak)  
Additional Secretary (B)  
Finance Department

-----XXXXX-----



Bank Details for RTGS

VALID FOR THREE MONTHS ONLY

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D D M M Y Y Y Y

OR ORDER

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FOR GUJARAT MINERAL DEVE CORP LTD

*James*

**ICICI Bank**  
Ahmedabad Branch  
Jms. House, Opp. Parimal Garden, Ahmedabad - 380006.  
RTGS/NEFT/IFSC Code: ICIC000024

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28/12/12

SESHASAI (M) (CS) 2012

AUTHORISED SIGNATORIES  
Please sign above

⑈491099⑈ 380229002⑈ 019379⑈ 29